

PATENT  
7919RX\*D3

**CERTIFICATE OF MAILING**

I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop AF; Commissioner for Patents; P.O. Box 1450; Alexandria, VA 22313-1450 on October 1, 2003.

Renee A. Sosender

**IN THE UNITED STATES PATENT & TRADEMARK OFFICE**

Applicant: George L. Payet : Paper No.:

Serial No.: 10/071,464 : Group Art Unit: 1751

Filing Date: February 7, 2002 : Examiner: C. Boyer

For: **Textile Finishing Process**

RECEIVED  
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TC 1700

**TERMINAL DISCLAIMER**

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Petitioner, The Procter & Gamble Company, a corporation organized and existing under the laws of the State of Ohio and having a place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45292, is the owner of the entire right, title and interest in the above-identified application Serial No. 10/071,464, by virtue of (A) an Assignment from the inventor George L. Payet to American Laundry Machinery, Incorporated, recorded in parent application Serial No. 267,654 at Reel 9842, Frame 0150 on March 15, 1999, (B) an Assignment from American Laundry Machinery, Incorporated to American Textile Solutions, Incorporated, and (C) an Assignment from American Textile Solutions,

10-2003-104-10071464

01-17-034

10-00-00

Incorporated to The Procter & Gamble Company, copies of which Assignments (B) and (C) are attached.

Petitioner is also the owner of the entire right, title and interest in U.S. Patent No. 6,375,685, by virtue of (A), (B) and (C), set forth above.

Petitioner is also the owner of the entire right, title and interest in U.S. Patent No. 5,885,303, by virtue of (D) an Assignment from the inventor George L. Payet to American Laundry Machinery, Incorporated, recorded at Reel 9212, Frame 0915, (B) set forth above, (E) an Assignment from American Textile Solutions, Incorporated to Procter & Gamble AG, a copy of which Assignment (E) is attached, (F) the merger of Procter & Gamble AG into Procter & Gamble International Operations S.A., a copy of the Merger Contract therefore entitled "Merger Contract Between Procter & Gamble International Operations SA and Procter & Gamble AG" being attached, and stating, in the last paragraph of page 1 that "Procter & Gamble International Operations SA acquires the total asset shares of Procter & Gamble AG"; and (G) an Assignment from Procter & Gamble International Operations SA to The Procter & Gamble Company, a copy of which Assignment G is attached.

Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application Serial No. 10/071,464 which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as shortened by any terminal disclaimer filed prior to the grant, of the earliest to expire of U.S. Patents Nos. 6,375,685 and 5,885,303. Petitioner hereby agrees that any patent so granted on the above-identified application Serial No. 10/071,464 shall be enforceable only for and during such period that it and U.S.

Patents Nos. 6,375,685 and 5,885,303 are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assigns.

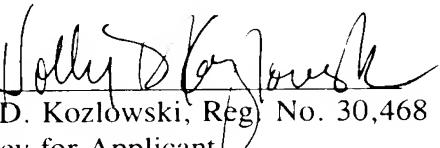
In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of the earliest to expire of U.S. Patents Nos. 6,375,685 and 5,885,303, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted or issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The evidentiary documents for the assignments have been reviewed by the undersigned, and the undersigned certifies that to the best of her knowledge and belief, title is in the assignee to take this action. The undersigned is an attorney or agent of record and is empowered to act on behalf of the assignee.

The undersigned hereby declares that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Please charge the \$110.00 fee required under 37 CFR §1.20 (d) for submission of this Terminal Disclaimer to our Visa credit card account. Form PTO-2038 is attached.

Respectfully submitted,

By   
Holly D. Kozlowski, Reg. No. 30,468  
Attorney for Applicant  
DINSMORE & SHOHL LLP  
1900 Chemed Center  
255 East Fifth Street  
Cincinnati, OH 45202  
(513) 977-8568

Attachments: B, C, E, F and G

892287v1

Assignment - U.S. Patent(s)  
and Related U.S. and Foreign Patent(s)ASSIGNMENT

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AMERICAN LAUNDRY MACHINERY, INC., a Delaware corporation, having its principal place of business at 5050 Section Avenue, Cincinnati, Ohio, 45212, hereinafter "ASSIGNOR", is the owner of record of each U.S. patent and/or U.S. patent application, and owner of the corresponding foreign and international applications identified on Appendix A hereof, each such U.S. patent and patent application hereinafter referred to as "U.S. Patent Property", and each such foreign and international application hereinafter referred to as "Foreign Patent Property".

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property. "Related U.S. Patent and Patent Application" shall mean any U.S. patent application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional U.S. patent application or any U.S. patent application which any part of the U.S. Patent Property claims priority rights and any U.S. patent granted or that may be granted on such U.S. patent application.

As used herein, "Foreign Patent Property" also shall include any Related Foreign or International Application (as defined herein); all inventions and subject matter disclosed in the Foreign Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the Foreign Patent Property. "Related Foreign Patent and Patent Application" shall mean any Foreign patent application, irrespective of its filing date, that was, is or will be related to any Foreign Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional Foreign patent application or any Foreign patent application which any part of the Foreign Patent Property claims priority rights and any Foreign patent granted or that may be granted on such Foreign patent application. Foreign means any country, territory, possession or domain other than the United States, its territories and possessions.

ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to AMERICAN TEXTILE SOLUTIONS, INC., hereinafter "ASSIGNEE", a corporation of the state of Ohio, having its principal address at 5050 Section Avenue, Cincinnati, Ohio, 45212, USA, the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possession. ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to the foreign Patent(s) or Patent Application(s) identified on Appendix A hereof. The U.S. Patent Property and Foreign Patent Property collectively may be referred to herein as "U.S. and Foreign Patent Properties".

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the U.S. and Foreign Patent Properties including the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties. ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce all rights arising from the U.S. and Foreign Patent properties with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof. ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignment, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE. If the person(s) signing this ASSIGNMENT is acting in a representative capacity on behalf of ASSIGNOR, then ASSIGNOR and such person(s) hereby represent and warrant that such person(s) is(are) duly authorized and empowered by ASSIGNOR to execute this ASSIGNMENT on behalf of ASSIGNOR.

ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR further agrees to furnish to ASSIGNEE copies of any documents or other information in ASSIGNOR's possession, custody or control that legally may be requested of ASSIGNOR by ASSIGNEE in connection with enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Assignment and incidental to the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership by Assignee of the U.S. and Foreign Patent Properties all without further consideration except direct costs related thereto.

ASSIGNOR also agrees to provide testimony for or on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony, including lost earnings or wages, incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony. With respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent or equivalent rights may be granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made. The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and

Assignment - Continued

- 4 -

legal representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, I(We) have hereunto set hand and seal as of the 25<sup>th</sup> day of March, 1999.

AMERICAN LAUNDRY MACHINERY, INC.

By Anthony Y. Strike  
Signature  
ANTHONY Y. STRIKE, PRESIDENT  
Print Name and Title

APPENDIX A  
DURABLE PRESS/WRINKLE FREE PROCESS

COUNTRY	SERIAL NUMBER
U.S.	Provisional 60/046.298
U.S.	09/075.334, now USP 5,885,308 (Corresponding to Provisional 60/046.298)
U. S.	09/270.061 (Continuation of 09/075.334)
Patent Cooperation Treaty (all available countries - See list attached)	PCT/US98/09367 (Corresponding to 09/075.334)

DURABLE PRESS/WRINKLE FREE PROCESS - RAYON

COUNTRY	SERIAL NUMBER
U.S.	09/163,319

TEXTILE FINISHING PROCESS

COUNTRY	SERIAL NUMBER
U. S.	09/267,654
Patent Cooperation Treaty (all available countries - See list attached)	PCT/US99/03759 (Corresponding to 09/163,319 and 09/267,654 with added subject matter)

**TEXTILE FINISHING PROCESS (continued)**

COUNTRY	SERIAL NUMBER
Argentina	990101262
Bangladesh	34/99
Bhile	530/99
Colombia	99017428
Egypt	305/99
Hong Kong	Will Grant From Chinese Patent (designated under PCT)
India	0317/MAS/99
Malaysia	PI 9901065
Morocco	25.504
Pakistan	204/99
Russia	000234 99
Philippines	1-1999-00593
Saudi Arabia	99200120
South Africa	99/2212
Taiwan	88104401
Tunisia	1717
Thailand	049475
Venezuela	528-99

Bacon & Thomas

**Box Number V — Designation of States**

The following designations are hereby made under Rule 4.9(a) (Mark the applicable boxes; at least one must be marked)

**Regional Patent:**

- AP ARIPO Patents: GH Ghana, GM Gambia, KE Kenya, LS Lesotho, MW Malawi, SD Sudan, SZ Swaziland, UG Uganda, ZW Zimbabwe and any other State which is a Contracting State of the Harare Protocol and of the PCT.
- EA Eurasian Patent: AM Armenia, AZ Azerbaijan, BY Belarus, KG Kyrgyzstan, KZ Kazakhstan, MD Republic of Moldova, RU Russian Federation, TJ Tajikistan, TM Turkmenistan, and any other State which is a Contracting State of the Eurasian Patent Convention and of the PCT.
- EP European Patent: AT Austria, BE Belgium, CH and LI Switzerland and Liechtenstein, CY Cyprus, DE Germany, DK Denmark, ES Spain, FI Finland, FR France, GB United Kingdom, GR Greece, IE Ireland, IT Italy, LU Luxembourg, MC Monaco, NL Netherlands, PT Portugal, SE Sweden and any other state which is a Contracting State of the European Patent Convention and of the PCT.
- OA OAPI Patents: BF Burkina Faso, BJ Benin, CF Central African Republic, CG Congo, CI Côte d'Ivoire, CM Cameroon, GA Gabon, GN Guinea, ML Mali, MR Mauritania, NE Niger, SN Senegal, TD Chad, TG Togo, and any other State which is a member State of OAPI and a Contracting State of the PCT. If other kind of protection or treatment desired, please specify:

**National Patent** (if other kind of protection or treatment desired, specify on the line provided)

- AL Albania  
 AM Armenia  
 AT Austria  
 AU Australia  
 AZ Azerbaijan  
 BA Bosnia and Herzegovina  
 BB Barbados  
 BG Bulgaria  
 BR Brazil  
 BY Belarus  
 CA Canada  
 CH and LI Switzerland and Liechtenstein  
 CN China  
 CU Cuba  
 CZ Czech Republic  
 DE Germany  
 DK Denmark  
 EE Estonia  
 ES Spain  
 FI Finland  
 GB United Kingdom  
 GE Georgia  
 GH Ghana  
 GM Gambia  
 GW Guinea-Bissau  
 HU Hungary  
 IL Israel  
 ID Indonesia  
 IS Iceland  
 JP Japan  
 KE Kenya  
 KG Kyrgyzstan  
 KP Democratic People's Republic of Korea  
 KR Republic of Korea  
 KZ Kazakhstan  
 LC Saint Lucia  
 LK Sri Lanka  
 LR Liberia  
 LS Lesotho  
 LT Lithuania  
 LU Luxembourg

- LV Latvia  
 MD Republic of Moldova  
 MG Madagascar  
 MK The former Yugoslav Republic of Macedonia  
 MN Mongolia  
 MW Malawi  
 MX Mexico  
 NO Norway  
 NZ New Zealand  
 PL Poland  
 PT Portugal  
 RO Romania  
 RU Russian Federation  
 SD Sudan  
 SE Sweden  
 SG Singapore  
 SI Slovenia  
 SK Slovakia  
 SL Sierra Leone  
 TJ Tajikistan  
 TM Turkmenistan  
 TR Turkey  
 TT Trinidad and Tobago  
 UA Ukraine  
 UG Uganda  
 US United States of America \_\_\_\_\_

- UZ Uzbekistan  
 VN Viet Nam  
 YU Yugoslavia  
 ZW Zimbabwe

Check-boxes below reserved for designating States for the purposes of a national patent which have become party to the PCT after issuance of this sheet:

- \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Addition to the designations made above, the applicant also makes under Rule 4.9(b) all designations which would be permitted under the PCT except the equivalent of:

A separate section will indicate which designations are subject to confirmation and that any organization which is not confirmed before the expiration of 12 months from the priority date is to be regarded as withdrawn by the applicant at the expiration of that time limit. Confirmation of a designation consists of filing of a declaration certifying that designation and the payment of the designation and confirmation fees. Confirmation shall occur at the receiving office where the LS-series code is:

## Box Number V - Designation of States (

The following designations are hereby made under Rule 4.9(a) (Mark the applicable boxes; if less than nine must be marked)  
 Regional Patent:

- AP ARIPO Patent: GH Ghana, GM Gambia, KE Kenya, LS Lesotho, MW Malawi, SD Sudan, SZ Swaziland, UD Uganda, ZW Zimbabwe and any other State which is a Contracting State of the Harare Protocol and of the PCT.
- EA Eurasian Patent: AM Armenia, AZ Azerbaijan, BY Belarus, KG Kyrgyzstan, KZ Kazakhstan, MD Republic of Moldova, RU Russian Federation, TJ Tajikistan, TM Turkmenistan, and any other State which is a Contracting State of the Eurasian Patent Convention and of the PCT.
- EP European Patent: AT Austria, BE Belgium, CH and LI Switzerland and Liechtenstein, CY Cyprus, DE Germany, DK Denmark, ES Spain, FI Finland, FR France, GB United Kingdom, GR Greece, IE Ireland, IT Italy, LU Luxembourg, MC Monaco, NL Netherlands, PT Portugal, SE Sweden and any other state which is a Contracting State of the European Patent Convention and of the PCT.
- OA OAPI Patent: BF Burkina Faso, BI Benin, CF Central African Republic, CI Congo, CI Côte d'Ivoire, CM Cameroon, GA Gabon, GN Guineas-Bissau, ML Mali, MR Mauritania, NE Niger, SN Senegal, TD Chad, TG Togo, and any other State which is a member state of OAPI and a Contracting State of the PCT. If other kind of protection or treatment desired, please specify:

National Patent (if other kind of protection or treatment desired, specify on the line provided)

AL Albania	<input checked="" type="checkbox"/> LS Lesotho
AM Armenia	<input checked="" type="checkbox"/> LT Lithuania
AT Austria	<input checked="" type="checkbox"/> LU Luxembourg
AU Australia	<input checked="" type="checkbox"/> LV Latvia
AZ Azerbaijan	<input checked="" type="checkbox"/> MD Republic of Moldova
BA Bosnia and Herzegovina	<input checked="" type="checkbox"/> MG Madagascar
BB Barbados	<input checked="" type="checkbox"/> MK The former Yugoslav Republic of Macedonia
BG Bulgaria	<input checked="" type="checkbox"/> MN Mongolia
BR Brazil	<input checked="" type="checkbox"/> MW Malawi
BY Belarus	<input checked="" type="checkbox"/> MX Mexico
CA Canada	<input checked="" type="checkbox"/> NO Norway
CH and LI Switzerland and Liechtenstein	<input checked="" type="checkbox"/> NZ New Zealand
CY China	<input checked="" type="checkbox"/> PL Poland
CU Cuba	<input checked="" type="checkbox"/> PT Portugal
CZ Czech Republic	<input checked="" type="checkbox"/> RO Romania
DE Germany	<input checked="" type="checkbox"/> RU Russian Federation
DK Denmark	<input checked="" type="checkbox"/> SD Serbia
EE Estonia	<input checked="" type="checkbox"/> SE Sweden
ES Spain	<input checked="" type="checkbox"/> SG Singapore
FI Finland	<input checked="" type="checkbox"/> SI Slovenia
GB United Kingdom	<input checked="" type="checkbox"/> SK Slovakia
GD Grenada	<input checked="" type="checkbox"/> SL Sierra Leone
GE Georgia	<input checked="" type="checkbox"/> TJ Tajikistan
GH Ghana	<input checked="" type="checkbox"/> TM Turkmenistan
GI Gambia	<input checked="" type="checkbox"/> TR Turkey
HR Croatia	<input checked="" type="checkbox"/> TT Trinidad and Tobago
HU Hungary	<input checked="" type="checkbox"/> UA Ukraine
IL Israel	<input checked="" type="checkbox"/> UG Uganda
ID Indonesia	<input checked="" type="checkbox"/> US United States of America
IN India	<hr/>
IS Iceland	<input checked="" type="checkbox"/> UZ Uzbekistan
JP Japan	<input checked="" type="checkbox"/> VN Viet Nam
KE Kenya	<input checked="" type="checkbox"/> YU Yugoslavia
KG Kyrgyzstan	<input checked="" type="checkbox"/> ZW Zimbabwe
KP Democratic People's Republic of Korea	<small>Check boxes below reserved for designating States (for the purposes of a regional patent) which have become party to the PCT after issuance of this sheet</small>
KR Republic of Korea	<input type="checkbox"/>
KZ Kazakhstan	<input type="checkbox"/>
LC Saint Lucia	<input type="checkbox"/>
LK Sri Lanka	<input type="checkbox"/>
LR Liberia	<input type="checkbox"/>

Reservatory Designation Disclaimers: In addition to the designations made above, the applicant also states under Rule 4.9(b) all other designations which would be made under the PCT except any designations indicated in the Supplementary Box as being excluded from the scope of this statement. The applicant further certifies that all such disclaimers are subject to confirmation and that any designation which is not confirmed before the expiration of 15 months from the priority date is to be purged as withdrawn by the International Bureau at the expiration of that time limit. (Confirmation of a disclaimer consists of filing of a notice specifying the disclaimer in a statement of the disclaimers and counterclaims box. Confirmation shall occur within the 15-month time limit.)

ASSIGNMENT

(C)

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AMERICAN TEXTILE SOLUTIONS, INC., an Ohio corporation, having its principal place of business at 5050 Section Avenue, Cincinnati, Ohio, 45212, hereinafter "ASSIGNOR", is the owner of each U.S. patent and/or U.S. patent application, and owner of the corresponding foreign and international applications entitled **Textile Finishing Process**, Attorney's Docket No. 7919RX\* and filed in the **United States Patent Office** as Number 09/267,654, on **March 15, 1999** (the hereinafter named assignee being authorized to insert said Number and filing date when ascertained), each such U.S. patent and patent application hereinafter referred to as "U.S. Patent Property", and each such foreign and international application hereinafter referred to as "Foreign Patent Property".

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property. "Related U.S. Patent and Patent Application" shall mean any U.S. patent application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a utility, provisional, continuation, continuation-in-part, continued prosecution, request for continued examination or divisional U.S. patent application or any U.S. patent application which any part of the U.S. Patent Property claims priority rights and any U.S. patent granted or that may be granted on such U.S. patent application.

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ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to THE PROCTER & GAMBLE COMPANY, a

corporation organized and existing under the Laws of Ohio, having its principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202, hereinafter the "ASSIGNEE", the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possessions.

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to the Foreign Patent(s) or Patent Application(s) identified herein. The U.S. Patent Property and Foreign Patent Property collectively may be referred to herein as "U.S. and Foreign Patent Properties".

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the U.S. and Foreign Patent Properties including the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties.

ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce all rights from the U.S. and Foreign Patent Properties with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof. ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignments, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE. If the person(s) signing this ASSIGNMENT is acting in a representative capacity on behalf of ASSIGNOR, then ASSIGNOR and such person(s) hereby represent and warrant that such person(s) is (are) duly authorized and empowered by ASSIGNOR to execute this ASSIGNMENT on behalf of ASSIGNOR.

ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferal of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR also agrees to provide testimony for or on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense,

enforcement, licensing and transferal of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony, including lost earnings or wages, incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony. With respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent or equivalent rights may be granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made. The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and legal representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

The ASSIGNMENT of said invention is effective as of September 1, 1999. *g*

IN WITNESS WHEREOF, I (We) have hereunto set hand and seal this 17 day of

October, 2001.

AMERICAN TEXTILE SOLUTIONS, INC.

By \_\_\_\_\_

*Strike*  
Signature

George L. Strike, Chairman  
Print Name and Title

State of Ohio      }  
                      } SS  
County of Hamilton }

On this 17 day of October, 2001, before me personally appeared Anthony Y. Strike, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

*Brian M. Bolam*  
Notary Public/Witness

BRIAN M BOLAM - Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147 03

THE PROCTER & GAMBLE COMPANY

By   
Signature

Steven W. Miller, Assistant Secretary  
Print Name and Title

State of Ohio              }  
                                } SS  
County of Hamilton        }

On this 2 day of November, 2001, before me personally appeared Steven W. Miller, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.



Donna D. Quinn  
Notary Public/Witness

DONNA D. QUINN  
Notary Public, State of Ohio  
My Commission Expires Nov. 16, 2002

## ASSIGNMENT

---

AMERICAN TEXTILE SOLUTIONS, INC., an Ohio corporation, having its principal place of business at 5050 Section Avenue, Cincinnati, Ohio, 45212, hereinafter "ASSIGNOR", is the owner of each U.S. patent and/or U.S. patent application, and owner of the corresponding foreign and international applications identified on Appendix A hereof, each such U.S. patent and patent application hereinafter referred to as "U.S. Patent Property", and each such foreign and international application hereinafter referred to as "Foreign Patent Property".

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property. "Related U.S. Patent and Patent Application" shall mean any U.S. patent application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional U.S. patent application or any U.S. patent application which any part of the U.S. Patent Property claims priority rights and any U.S. patent granted or that may be granted on such U.S. patent application.

As used herein, "Foreign Patent Property" also shall include any Related Foreign or International Application (as defined herein); all inventions and subject matter disclosed in the Foreign Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the Foreign Patent Property. "Related Foreign Patent and Patent Application" shall mean any Foreign patent application, irrespective of its filing date, that was, is or will be related to any Foreign Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional Foreign patent application or any Foreign patent application which any part of the Foreign Patent Property claims priority rights and any Foreign patent granted or that may be granted on such Foreign patent application. Foreign means any country, territory, possession or domain other than the United States, its territories and possessions.

ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to PROCTER & GAMBLE

PJS

AG, a corporation organized and existing under the Laws of Switzerland, having its principal place of business at 1, rue du Pre de la Bichette, 1211 Geneva 2, Switzerland, hereinafter "ASSIGNEE", the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possessions.

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to the foreign Patent(s) or Patent Application(s) identified on Appendix A hereof. The U.S. Patent Property and Foreign Patent Property collectively may be referred to herein as "U.S. and Foreign Patent Properties".

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the U.S. and Foreign Patent Properties including the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties.

ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce all rights arising from the U.S. and Foreign Patent properties with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof. ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignment, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE. If the person(s) signing this ASSIGNMENT is acting in a representative capacity on behalf of ASSIGNOR, then ASSIGNOR and such person(s) hereby represent and warrant that such person(s) is(are) duly authorized and empowered by ASSIGNOR to execute this ASSIGNMENT on behalf of ASSIGNOR.

RHS

ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR further agrees to furnish to ASSIGNEE copies of any documents or other information in ASSIGNOR's possession, custody or control that legally may be requested of ASSIGNOR by ASSIGNEE in connection with enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Assignment and incidental to the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership by Assignee of the U.S. and Foreign Patent Properties all without further consideration except direct costs related thereto.

ASSIGNOR also agrees to provide testimony for or on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony, including lost earnings or wages, incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony. With respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent or equivalent rights may be granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made. The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and legal

(H)

Assignment - Continued

- 4 -

representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, I(We) have hereunto set hand and seal this 30<sup>th</sup> day of SEPTEMBER, 1999.

AMERICAN TEXTILE SOLUTIONS, INC.

By Anthony Y. Strike  
Signature

Anthony Y. Strike, President  
Print Name and Title

**APPENDIX A**  
**DURABLE PRESS/WRINKLE FREE PROCESS**

COUNTRY	SERIAL NUMBER
U.S.	Provisional 60/046,298
U.S.	09/075,334, now USP 5, 885,308 (Corresponding to Provisional 60/046,298);
U. S.	09/270,061 (Continuation of 09/075,334);
Patent Cooperation Treaty (all available countries - See list attached)	PCT/US98/09367 (Corresponding to 09/075,334)

**DURABLE PRESS/WRINKLE FREE PROCESS - RAYON**

COUNTRY	SERIAL NUMBER
U.S.	09/163,319

**TEXTILE FINISHING PROCESS**

COUNTRY	SERIAL NUMBER
U. S.	09/267,654
Patent Cooperation Treaty (all available countries - See list attached)	PCT/US99/03769 (Corresponding to 09/163,319 and 09/267,654 with added subject matter)

Saxon & Thomas

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**TEXTILE FINISHING PROCESS (continued)**

COUNTRY	SERIAL NUMBER
Argentina	990101262
Bangladesh	34/99
Bhile	530/99
Colombia	99017428
Egypt	305/99
Hong Kong	Will Grant From Chinese Patent (designated under PCT)
India	0317/MAS/99
Malaysia	PI 9901065
Morocco	25.504
Pakistan	204/99
Peru	000234 99
Philippines	1-1999-00593
Saudi Arabia	99200120
South Africa	99/2212
Taiwan	88104401
Tunisia	1717
Thailand	049475
Venezuela	528-99

Bacon & Thomas

RTS

**Box Number V – Designation of States**

The following designations are hereby made under Rule 4.9(a) (Mark the applicable boxes at least one must be marked)

**Regional Patent:**

- AP ARIPO Patent: GH Ghana, GM Gambia, KE Kenya, LS Lesotho, MW Malawi, SD Sudan, SZ Swaziland, UG Uganda, ZW Zimbabwe and any other State which is a Contracting State of the Harare Protocol and of the PCT.
- EA Eurasian Patent: AM Armenia, AZ Azerbaijan, BY Belarus, KG Kyrgyzstan, KZ Kazakhstan, MD Republic of Moldova, RU Russian Federation, TJ Tajikistan, TM Turkmenistan, and any other State which is a Contracting State of the Eurasian Patent Convention and of the PCT.
- EP European Patent: AT Austria, BE Belgium, CH and LI Switzerland and Liechtenstein, CY Cyprus, DE Germany, DK Denmark, EE Estonia, FI Finland, FR France, GB United Kingdom, GR Greece, IE Ireland, IT Italy, LU Luxembourg, MC Monaco, NL Netherlands, PT Portugal, SE Sweden and any other state which is a Contracting State of the European Patent Convention and of the PCT.
- OA OAPI Patent: BF Burkina Faso, BJ Benin, CF Central African Republic, CG Congo, CI Côte d'Ivoire, CM Cameroon, GA Gabon, GN Guineas, ML Mali, MR Mauritania, NE Niger, SN Senegal, TD Chad, TG Togo, and any other State which is a member State of OAPI and a Contracting State of the PCT. If other kind of protection or treatment desired, please specify:

**National Patents (if other kind of protection or treatment desired, specify on the line provided)**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> AL Albania                               | <input checked="" type="checkbox"/> LV Latvia                                    |
| <input checked="" type="checkbox"/> AM Armenia                               | <input checked="" type="checkbox"/> MD Republic of Moldova                       |
| <input checked="" type="checkbox"/> AT Austria                               | <input checked="" type="checkbox"/> MG Madagascar                                |
| <input checked="" type="checkbox"/> AU Australia                             | <input checked="" type="checkbox"/> MK The former Yugoslav Republic of Macedonia |
| <input checked="" type="checkbox"/> AZ Azerbaijan                            | <input checked="" type="checkbox"/> MN Mongolia                                  |
| <input checked="" type="checkbox"/> BA Bosnia and Herzegovina                | <input checked="" type="checkbox"/> MW Malawi                                    |
| <input checked="" type="checkbox"/> BB Barbados                              | <input checked="" type="checkbox"/> MX Mexico                                    |
| <input checked="" type="checkbox"/> BG Bulgaria                              | <input checked="" type="checkbox"/> NO Norway                                    |
| <input checked="" type="checkbox"/> BR Brazil                                | <input checked="" type="checkbox"/> NZ New Zealand                               |
| <input checked="" type="checkbox"/> BY Belarus                               | <input checked="" type="checkbox"/> PL Poland                                    |
| <input checked="" type="checkbox"/> CA Canada                                | <input checked="" type="checkbox"/> PT Portugal                                  |
| <input checked="" type="checkbox"/> CH and LI Switzerland and Liechtenstein  | <input checked="" type="checkbox"/> RO Romania                                   |
| <input checked="" type="checkbox"/> CN China                                 | <input checked="" type="checkbox"/> RU Russian Federation                        |
| <input checked="" type="checkbox"/> CU Cuba                                  | <input checked="" type="checkbox"/> SD Sudan                                     |
| <input checked="" type="checkbox"/> CZ Czech Republic                        | <input checked="" type="checkbox"/> SE Sweden                                    |
| <input checked="" type="checkbox"/> DE Germany                               | <input checked="" type="checkbox"/> SG Singapore                                 |
| <input checked="" type="checkbox"/> DK Denmark                               | <input checked="" type="checkbox"/> SI Slovenia                                  |
| <input checked="" type="checkbox"/> EE Estonia                               | <input checked="" type="checkbox"/> SK Slovakia                                  |
| <input checked="" type="checkbox"/> ES Spain                                 | <input checked="" type="checkbox"/> SL Sierra Leone                              |
| <input checked="" type="checkbox"/> FI Finland                               | <input checked="" type="checkbox"/> TJ Tajikistan                                |
| <input checked="" type="checkbox"/> GB United Kingdom                        | <input checked="" type="checkbox"/> TM Turkmenistan                              |
| <input checked="" type="checkbox"/> GE Georgia                               | <input checked="" type="checkbox"/> TR Turkey                                    |
| <input checked="" type="checkbox"/> GH Ghana                                 | <input checked="" type="checkbox"/> TT Trinidad and Tobago                       |
| <input checked="" type="checkbox"/> GN Gambia                                | <input checked="" type="checkbox"/> UA Ukraine                                   |
| <input checked="" type="checkbox"/> GW Guinea-Bissau                         | <input checked="" type="checkbox"/> UG Uganda                                    |
| <input checked="" type="checkbox"/> HU Hungary                               | <input checked="" type="checkbox"/> US United States of America                  |
| <input checked="" type="checkbox"/> IL Israel                                | <hr/>  |
| <input checked="" type="checkbox"/> ID Indonesia                             | <input checked="" type="checkbox"/> UZ Uzbekistan                                |
| <input checked="" type="checkbox"/> IS Iceland                               | <input checked="" type="checkbox"/> VN Viet Nam                                  |
| <input checked="" type="checkbox"/> JP Japan                                 | <input checked="" type="checkbox"/> YU Yugoslavia                                |
| <input checked="" type="checkbox"/> KE Kenya                                 | <input checked="" type="checkbox"/> ZW Zimbabwe                                  |
| <input checked="" type="checkbox"/> KG Kyrgyzstan                            | <hr/>  |
| <input checked="" type="checkbox"/> KP Democratic People's Republic of Korea | <hr/>  |
| <input checked="" type="checkbox"/> KR Republic of Korea                     | <hr/>  |
| <input checked="" type="checkbox"/> KZ Kazakhstan                            | <hr/>  |
| <input checked="" type="checkbox"/> LC Saint Lucia                           | <hr/>  |
| <input checked="" type="checkbox"/> LK Sri Lanka                             | <hr/>  |
| <input checked="" type="checkbox"/> LR Liberia                               | <hr/>  |
| <input checked="" type="checkbox"/> LS Lesotho                               | <hr/>  |
| <input checked="" type="checkbox"/> LT Lithuania                             | <hr/>  |
| <input checked="" type="checkbox"/> LU Luxembourg                            | <hr/>  |

UZ Uzbekistan

VN Viet Nam

YU Yugoslavia

ZW Zimbabwe

Check-boxes below reserved for designating States (for the purposes of a national patent which have become party to the PCT after issuance of this application)

In addition to the designations made above, the applicant also makes under Rule 4.9(b) all designations which would be permitted under the PCT except the designations of \_\_\_\_\_

The applicant declares that these additional designations are subject to confirmation and that any designation which is not confirmed before the expiration of 15 months from the priority date is to be regarded as withdrawn by the applicant at the expiration of that time limit. (Confirmation of a designation consists of filing of a document certifying that designation has been paid for the designation and confirmation fees. Confirmation does not require the receiving office to issue the LS-series form.)

RWS

## Box Number V - Designation of States

The following designations are hereby made under Rule 4.9(a) (Mark the applicable boxes; at least one must be marked)  
 Regional Patent:

- AP ARIPO Patent: GH Ghana, GM Gambia, KE Kenya, LS Lesotho, MW Malawi, SD Sudan, SZ Swaziland, UG Uganda, ZW Zimbabwe and any other State which is a Contracting State of the Harare Protocol and of the PCT.
- EA Eurasian Patent: AM Armenia, AZ Azerbaijan, BY Belarus, KG Kyrgyzstan, KZ Kazakhstan, MD Republic of Moldova, RU Russian Federation, TJ Tajikistan, TM Turkmenistan, and any other State which is a Contracting State of the Eurasian Patent Convention and of the PCT.
- EP European Patent: AT Austria, BE Belgium, CH and LI Switzerland and Liechtenstein, CY Cyprus, DE Germany, DK Denmark, ES Spain, FI Finland, FR France, GB United Kingdom, GR Greece, IE Ireland, IT Italy, LU Luxembourg, MC Monaco, NL Netherlands, PT Portugal, SE Sweden and any other State which is a Contracting State of the European Patent Convention and of the PCT.
- OA OAPI Patent: BF Burkina Faso, BI Benin, CF Central African Republic, CG Congo, CI Côte d'Ivoire, CM Cameroon, CA Gabon, GN Guineas, GW Guinea-Bissau, ML Mali, MR Mauritania, NE Niger, SN Senegal, TD Chad, TO Togo, and any other State which is a member State of OAPI and a Contracting State of the PCT. If other kind of protection or treatment desired, please specify:

National Patent (if other kind of protection or treatment desired, specify on the line provided)

- AL Albania
- AM Armenia
- AT Austria
- AU Australia
- AZ Azerbaijan
- BA Bosnia and Herzegovina
- BB Barbados
- BG Bulgaria
- BR Brazil
- BY Belarus
- CA Canada
- CH and LI Switzerland and Liechtenstein
- CN China
- CU Cuba
- CZ Czech Republic
- DE Germany
- DK Denmark
- EE Estonia
- ES Spain
- FI Finland
- GB United Kingdom
- GD Grenada
- GE Georgia
- GH Ghana
- GM Gambia
- HR Croatia
- HU Hungary
- IL Israel
- ID Indonesia
- IN India
- IS Iceland
- JP Japan
- KE Kenya
- KG Kyrgyzstan
- KP Democratic People's Republic of Korea
- KR Republic of Korea
- KZ Kazakhstan
- LC Saint Lucia
- LK Sri Lanka
- LR Liberia

- LS Lesotho
- LT Lithuania
- LU Luxembourg
- LV Latvia
- MD Republic of Moldova
- MG Madagascar
- MK The former Yugoslav Republic of Macedonia
- MN Mongolia
- MW Malawi
- MX Mexico
- NO Norway
- NZ New Zealand
- PL Poland
- PT Portugal
- RO Romania
- RU Russian Federation
- SD Sudan
- SE Sweden
- SG Singapore
- SI Slovenia
- SK Slovakia
- SL Sierra Leone
- TJ Tajikistan
- TM Turkmenistan
- TR Turkey
- TT Trinidad and Tobago
- UA Ukraine
- UG Uganda
- US United States of America

- UZ Uzbekistan
- VN Viet Nam
- YU Yugoslavia
- ZW Zimbabwe

Check boxes below reserved for designating States (for the purposes of a regional patent) which have become party to the PCT after issuance of this patent

Procedural Declaration Statement: In addition to the designations made above, the applicant also makes under Rule 4.9(b) all other designations which would be permitted under the PCT, except any designations indicated in the Supplemental Box as being excluded from the scope of this statement. The applicant declares that those additional designations are subject to confirmation and that any designation which is not confirmed before the expiration of 15 months from the priority date is to be regarded as withdrawn by the International Bureau at that time (i.e., Confirmation of a designation consists of filing of a notice specifying the acceptance and the payment of the designation fee and confirmation fee. Confirmation must reach the receiving office within the 15-month time limit.)

AYS

**VERIFIED TRANSLATION**

The undersigned verifies that she is fluent in French and English and that the title of the attached document is "Merger Contract Between Procter & Gamble International Operations SA and Procter and Gamble AG" and that the last paragraph on page 1 reads: "I. - Procter & Gamble International Operations SA acquires the total capital shares of Procter & Gamble AG."

Cynthia Whitt-Covalcine

Cynthia Whitt-Covalcine

October 1, 2003

Date



2002

CR/7244

**CONTRAT DE FUSION**

**ENTRE**

**Procter & Gamble International Operations SA**

**Et**

**Procter & Gamble AG**

Entre les soussignés :

Procter & Gamble International Operations SA, à Lancy, ici représentée par Messieurs Saffeddin H. KARPAT et John F. TRACEY, administrateurs,

Dénommée ci-après « la société absorbante »

**D'une part**

Et Procter & Gamble AG, à Lancy, ici représentée par Messieurs Saffeddin H. KARPAT et Thomas Robert GORHAM, administrateurs,

Dénommée ci-après « la société absorbée »

**D'autre part**

Lesquels soussignés ont dit et exposé ce qui suit :

I.- Procter & Gamble International Operations SA a acquis la totalité du capital actions de Procter & Gamble AG.

II.- Pour des motifs de rationalisation,  
Procter & Gamble International Operations SA souhaite absorber  
sa filiale, Procter & Gamble AG, détenue à 100 %.

Ceci exposé, les soussignés ont con-  
venu ce qui suit :

**FUSION**

**Article 1.-**

Les deux sociétés déclarent leur vo-  
lonté de fusionner conformément à l'article 748 du Code des  
Obligations (CO).

En conséquence, la société absor-  
bante reprend et reçoit par succession universelle, la totalité de  
l'actif et du passif de la société absorbée, sur la base du bilan  
intermédiaire établi au 30 novembre 2001 dont copie demeure  
ci-annexée pour faire partie intégrante des présentes.

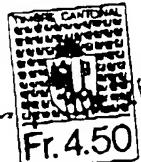
Le bilan présente :

Un actif de	CHF 3'278'036'077.—
Un passif envers les tiers de	CHF 1'377'086'544.—
Soit un actif net de	CHF 1'900'949'533.—
	=====

**Article 2.-**

La fusion prend effet au 30 novembre  
2001 et en conséquence, la société absorbante aura dès cette  
date, tous les profits, revenus et avantages de la société absorbée,  
mais en contrepartie supportera et assumera toutes les  
charges la concernant sans restriction ni réserve.

Toutes les affaires conclues depuis  
cette date sont donc reconnues comme ayant été réalisées au  
nom et pour le compte de la société absorbante.



La société absorbante se charge aussi du paiement de toutes dettes pouvant exister à la charge de la société absorbée, des frais de dissolution et transfert de ladite société, quels qu'ils soient, des frais d'inscription dans tous les registres publics, des frais de publication dans la Feuille Officielle Suisse du Commerce, de toutes sommes qui pourraient être réclamées par les autorités fiscales en raison de la fusion, de même que tous impôts, taxes et redevances qui pourraient être dus et réclamés du fait de la dissolution de la société absorbée.

### Article 3.-

La société absorbante détenant la totalité du capital-actions de la société absorbée, la présente reprise ne donnera lieu à aucun échange d'actions et n'entraîne aucune augmentation du capital-actions de la société absorbante.

Les actions de la société absorbée seront annulées dès l'inscription de la dissolution de la société absorbée au Registre du Commerce.

#### **Article 4.-**

Une assemblée générale extraordinaire des actionnaires de la société absorbée sera appelée à approuver les termes du présent contrat, puis à constater la dissolution sans liquidation de la société.

Une assemblée générale extraordinaire des actionnaires de la société absorbante sera appelée à approuver les termes du présent contrat.

La validité du présent contrat est expressément réservée jusqu'au moment de sa ratification définitive par les assemblées générales extraordinaires des deux sociétés.

STW

Article 5.-

Après ratification par les assemblées générales des deux sociétés, le Conseil d'administration de la société absorbante :

- Se chargera des publications de l'appel aux créanciers selon l'article 748, chiffre 1, CO ;
- Portera la dissolution de la société absorbée à la connaissance du Préposé au Registre du commerce conformément à l'article 748, chiffre 7, CO ;
- Administrera séparément l'actif et le passif de la société absorbée jusqu'à ce que les créanciers de cette dernière aient été intégralement payés ou aient reçu des sûretés à satisfaction de droit ;
- Requerra le moment venu la radiation de la société absorbée au Registre du commerce et effectuera toutes réquisitions nécessaires.

Article 6.-

Le présent contrat est régi par le droit suisse.

Pour l'exécution du contrat, les parties élisent domicile au siège de la société absorbée, valant également for de juridiction.





- 5 -

Ainsi fait et signé en deux exemplaires  
originaux, à Lancy (GE), le sept janvier deux mil deux.

S. Knagger H. Hale  
Procter & Gamble International Operations SA

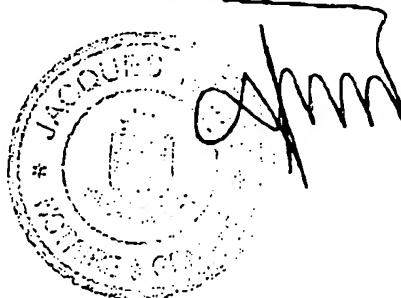
S. Knagger H. Hale  
Procter & Gamble AG

Vu exclusivement pour légalisation  
des signatures de Messieurs Saffedin H. KARPAT, John F.  
TRACEY et Thomas Robert GORHAM.

Nous attestons de plus que Messieurs  
Saffedin H. KARPAT et John F. TRACEY ont tous pouvoirs pour  
engager par leur signature collective à deux la société Pro-  
cter&Gamble International Operations SA, à Lancy.

Nous attestons de plus que Messieurs  
Saffedin H. KARPAT et Thomas Robert GORHAM ont tous pou-  
voirs pour engager par leur signature collective à deux la société  
Procter&Gamble AG, à Lancy.

Genève, le 7 janvier 2002.



ASSIGNMENT

PROCTER & GAMBLE INTERNATIONAL OPERATIONS S.A., having its registered offices at Route de Saint-Georges 47, CH-1213 Petit Lancy 1, Suisse, hereinafter "ASSIGNOR", is the owner of each U.S. patent and/or U.S. patent application, and owner of the corresponding foreign and international applications entitled **Durable Press/Wrinkle-Free Process**, Attorney's Docket No. **7918L\*** and filed in the United States Patent Office as Number **09/075,334**, on **May 11, 1998** (the hereinafter named assignee being authorized to insert said Number and filing date when ascertained), each such U.S. patent and patent application hereinafter referred to as "U.S. Patent Property", and each such foreign and international application hereinafter referred to as "Foreign Patent Property".

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property. "Related U.S. Patent and Patent Application" shall mean any U.S. patent application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a utility, provisional, continuation, continuation-in-part, continued prosecution, request for continued examination or divisional U.S. patent application or any U.S. patent application which any part of the U.S. Patent Property claims priority rights and any U.S. patent granted or that may be granted on such U.S. patent application.

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ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to THE PROCTER & GAMBLE COMPANY, a corporation organized and existing under the Laws of Ohio, having its principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202, hereinafter the "ASSENEE",

the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possessions.

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to the Foreign Patent(s) or Patent Application(s) identified herein. The U.S. Patent Property and Foreign Patent Property collectively may be referred to herein as "U.S. and Foreign Patent Properties".

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ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce all rights from the U.S. and Foreign Patent Properties with respect to any infringement of same that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof. ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignments, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE. If the person(s) signing this ASSIGNMENT is acting in a representative capacity on behalf of ASSIGNOR, then ASSIGNOR and such person(s) hereby represent and warrant that such person(s) is (are) duly authorized and empowered by ASSIGNOR to execute this ASSIGNMENT on behalf of ASSIGNOR.

ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferal of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR also agrees to provide testimony for or on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferal of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony, including lost earnings or wages, incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony. With

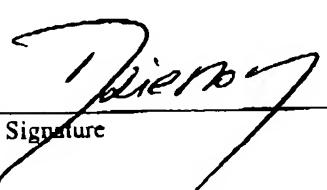
respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent or equivalent rights may be granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made. The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and legal representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, We have hereunto set hand and seal this 29<sup>th</sup> day of September, 2003.

PROCTER & GAMBLE INTERNATIONAL  
OPERATIONS S.A.

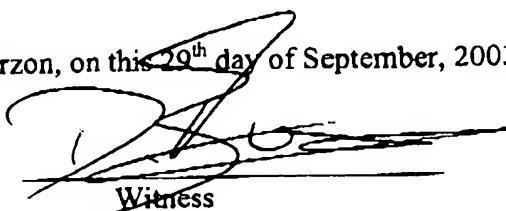
By   
Signature

Ulrich Fegert, Attorney-in-Fact

By   
Signature

Roman Dzierzon, Attorney-in-Fact

Witness to the signature of Ulrich Fegert and Roman Dzierzon, on this 29<sup>th</sup> day of September, 2003.

  
Witness